



HEBER CREEPER

P.O. BOX 69, HEBER CITY, UTAH 84032

PHONE: (801) 654-2621

March 7, 1977

NOTICE OF BOARD OF DIRECTORS MEETING

HEBER CREEPER, INC.

There will be a meeting of the Board of Directors of Heber Creeper, Inc. at 5:00 p.m., Wednesday, March 16, 1977, at the offices of Ashton Oil and Transportation, 40 East 100 North, Heber City, Utah.

AGENDA:

1. Fare Approval for Coming Season.
2. Monte Bona -- Sales Program.
3. Progress Report.
4. Other.



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HEBER CREEPER, INC.
MINUTES BOARD OF DIRECTORS MEETING
March 2, 1977

Present: Lowe Ashton
Wesley Budd
Craig Drury
J.D. Boggess

Jim Ritchie
R.R. Green
Gordon Mendenhall

Also Present: Cindy Drury

R.R. Green made a motion that we waive the reading of the minutes of the previous meeting held February 17, 1977, and approve them as mailed. Motion carried.

S.B.A. Loan: Lowe has met with S.B.A. to finalize loan. A commitment should be given by Friday.

Advertising and Promotions: Jim Berry asked for an informal meeting to discuss settlement. The general opinion of the Board was that any meeting with Mr. Berry would have to be a formal Board meeting.

Jim Ritchie made a motion that we have Monte Bona make a presentation of his program, and also a fee discussion at the next Board meeting. R.R. Green seconded. Motion carried.

Lowe Ashton outlined the school charter program and indicated some reservations had already been taken. Mr. Ashton also proposed a raise in the fare to \$1.25.

Food Operations: The Family Night Train will be running Monday thru Thursday evenings this coming season. The concept of the single entree' family style meal met with great success this past season and Mr. Ashton suggested we also adopt this single item menu for the Friday and Saturday NIGHT TRAIN. It was the general opinion of the Board that the single entree' was good -- they also suggested that we deal with one local cafe for the entire year, so they might absorb any surplus food.

Jim Ritchie made a motion that the next meeting be held Wednesday, March 16, 1977 at 5:00 p.m.

Jim Ritchie made a motion that the meeting be adjourned. Gordon Mendenhall seconded. Motion carried.

MOUNTAINWEST

THE MAGAZINE OF CENTRAL UTAH

STANLEY E. MILLER, PUBLISHER

March 12, 1977

Mr. Lowe Ashton
Ashton Oil Company
Heber, Utah

Dear Mr. Ashton:

As per your instruction from our telephone conversation yesterday, I am detailing the account of our relationship with Jim Berry as he arranged for advertising space in Mountainwest Magazine for the Heber Creeper in the summer of 1976.

Our salesman, Scott Candland, contacted Mr. Berry at his office at Wheeler Machinery Co. a number of times during June and July of 1976 during which time Mr. Berry arranged to purchase 2/3 page of display advertising space in each of the July, August, and September issues. He provided camera-ready art. The price was to be \$310 per issue with our terms net 30 days. See the attached rate card which was applicable at that time. We ran the ad in our July and August issues then came upon some internal complications which compelled us to combine our September and October issues for publication in late September. When Mr. Candland contacted Mr. Berry to see if he still wanted to advertise that late in the season, Mr. Berry indicated that it would not be in the best interest of the Heber Creeper, so the only insertions were in the July and August issues.

Mr. Berry indicated from the beginning that he would prefer not to sign a contract but would, of course, honor his verbal agreement to pay for the ads placed.

When the account became delinquent, I tried unsuccessfully four different times to reach Mr. Berry by telephone but his secretary would never put me through to him. And he did not ever return my calls. On October 7, 1976 I sent him a final notice for collection with an indication that if payment was not received by October 15, 1976 the account would be turned over to the Utah Bureau of Collections. During the week of October 7, 1976 Mr. Candland called on Mr. Berry to help expedite collection. At that visit Mr. Berry acknowledged receipt of the collection notice and all other bills but said that payment was to be made

POST OFFICE BOX 7475, UNIVERSITY STATION, PROVO, UTAH 84602, TELEPHONE 801-225-8800

Mr. Lowe Ashton
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March 12, 1976

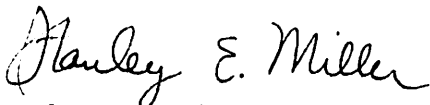
by Lowe Ashton and that he had turned all bills over to you.

On October 14, 1976, after Mr. Candland relayed to me the news that you would pay the bill, I sent you a letter requesting payment of the \$620.00. After repeated conversations with you I received your letter of December 1, 1976 asking for sixty additional days (until February 1, 1977) in which to make payment. So on January 20, 1977, pursuant to your expected payment on February 1, 1977, I sent an updated bill with interest accrued to February 1, 1977 totalling \$666.50.

Please do everything in your power to expedite payment as soon as possible.
Thank you.

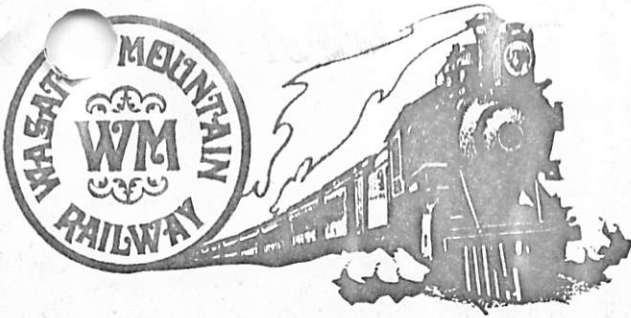
Sincerely,

MOUNTAINWEST MAGAZINE


Stanley E. Miller, Publisher

cc: Scott Candland

enclosure



HEBER CREEPER

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PHONE: (801) 654-2621

March 16, 1977

Gentlemen,

We were able to contact Jim Berry by phone on March 15, 1977 concerning any possible "out-of-court" settlement on our claim against him for over expenditure of the advertising budget.

As I reported to you at the last board meeting, Jim had previously expressed a personal desire to participate in any effort to preserve steam railroading in Utah, but did not want to commit himself to any payment based on demands that acquiesce to could place him in jeopardy from a legal standpoint. He had also indicated that he would respond to us through his attorney within the 10 day time frame we stated in our letter of payment demand, which he did not do, apparently on the advice of counsel.

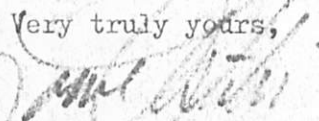
In the phone conversation of March 15, Jim said his attorney's opinion was that there was little reason for a response to our letter, and that legally Jim is not obligated for any of the bills, and any feeling he may have for a moral obligation was strictly personal and could not be at or under the advice of counsel.

Inasmuch as this type of response was difficult for me to communicate, and I felt the necessity for some type of monetary response before I would talk with the Board, Jim finally articulated an amount that he felt capable of paying within a reasonable time frame without "impossible" financial consequences, under the condition that any such payment be considered as a demonstration by Jim that it is under a desire to help, not as a legal obligation. He stated he might consider a payment to the company of \$4,500.00, if we were to allow him six months to make it. I informed him that I would pass this information on to the Board before we take further action.

Jim was emphatic in reiterating his contention that he felt he had no legal responsibility, nor did his attorney, to make any payments whatsoever.

I am also enclosing a copy of some correspondence from Mountain West Magazine. As you will remember, a billing that Jim contends was not authorized by him which should be self-explanatory.

Very truly yours,


Lowe Ashton

cc: Jim Smedley

THE IRON HORSE TRAIL THROUGH THE ALPS OF AMERICA